

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number \_\_\_\_\_

Meeting Type: Regular

Meeting Date: 4/24/2014

Action Requested By:  
Community  
Development

Agenda Item Type  
Resolution

Subject Matter:

Modification to Agreement between the City of Huntsville and Family Services Center, Inc., for HOME Investment Partnership Grant Fund.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to modify Contract 13-571 to change line items within the budget.

**Note: If amendment, please state title and number of the original**

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

The contract needs to be modified to re-allocate budgeted items. There is no increase in the total budget. Funds are provided to the City under the provisions of the HOME Investments Partnership Act.

Associated Cost: 0

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: \_\_\_\_\_



Date: \_\_\_\_\_

4/14/14

ROUTING SLIP  
CONTRACTS AND AGREEMENTS

Originating Department: Community Development Council Meeting Date: 4/24/2014

Department Contact: Scott Erwin Phone # 256-427-5427

Contract or Agreement: CONTRACT

Document Name: MODIFICATION 1 TO AGREEMENT BETWEEN FAMILY SERVICES CENTER I...

City Obligation Amount:

Total Project Budget:

Uncommitted Account Balance:

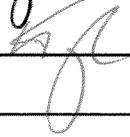
Account Number:

**Procurement Agreements**

<u>Select...</u>	<u>Select...</u>
------------------	------------------

**Grant-Funded Agreements**

<b>Federal HUD</b>	<b>Grant Name:</b>
	<u>HOME Investment Partnership Grant</u>

Department	Signature	Date
1) Originating		<u>4/14/14</u>
2) Legal	<u>Mary C Cates</u>	<u>4/18/14</u>
3) Finance <span style="float: right; font-size: 2em;">cc</span>		<u>4/21</u>
4) Originating		
5) Copy Distribution		
a. Mayor's office (2 copies)		
b. Clerk-Treasurer (Original & 2 copies)		
c. Legal (1 copy)		

**RESOLUTION NO. 14-\_\_\_\_\_**

**WHEREAS**, the City of Huntsville, Alabama, received a grant under Title I of the Housing and Community Development Act of 1974, as amended, from the U.S. Department of Housing and Urban Development (HUD),

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor of the City of Huntsville is hereby authorized, requested and directed to enter into Modification No. 1 to the Agreement between the City of Huntsville, Alabama and Family Services Center, Inc., as adopted by Resolution No. 13-171 on February 28, 2013 for Home Investment Partnership Funds, said modification being substantially similar in words and figures to that document identified as "Modification No. 1 Between the City of Huntsville, Alabama, and Family Services Center as adopted by Resolution No. 13-171 on February 28, 2013." consisting of three (3) pages, and the date of April 24, 2014, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville.

**ADOPTED** this the 24th day of April, 2014.

---

President of the City Council of  
the City of Huntsville, Alabama

**APPROVED** this the 24th day of April, 2014.

---

Mayor of the City of Huntsville,  
Alabama

STATE OF ALABAMA )

COUNTY OF MADISON )

**Modification No. 1 to the Agreement Between the City of Huntsville, Alabama and Family Services Center, Inc., as adopted by Resolution No. 13-171 on February 28, 2013**

**MODIFICATION NO. 1**

THIS MODIFICATION IS MADE TO THE AGREEMENT entitled "Agreement between the City of Huntsville, Alabama and Family Services, Inc.," as referenced above and is entered into on this the 24<sup>th</sup> day of April, 2014 by and between the City of Huntsville, Alabama (City) and Family Services, Inc. (Agency).

**WITNESSETH**

**WHEREAS** the Agency has indicated a need to modify budget line items to increase acquisition costs and decrease construction & contingency costs in order to complete the terms of the housing construction requirement.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to modify the Agreement as follows:

1. Effective April 24, 2014 the Compensation & Method of Payment set forth in Section V, Page 1 of the Agreement is deleted and replaced with the following:

COMPENSATION AND METHOD OF PAYMENT. After receipt of funds, the DEVELOPER shall make payment of expenses to the vendor(s) or employee(s) indicated in the request for funds within two (2) working days from the date of the receipt of funds by the DEVELOPER. HOME assistance shall not exceed the total amount of \$588,000.00 for all services required hereunder. Community Development HOME funds shall be expended as delineated below:

---

President or Pro Tem of the  
City Council of Huntsville, Alabama  
Date: April 24, 2014

**Budget**

**Three, 3, bedroom Homes**

Acquisition of Land or Existing House	77,000.00
Demolition	5,000.00
Construction	420,000.00
Legal	5,000.00
Contingency	13,000.00
Fees/Services	5,000.00
<b>Total Construction</b>	<b>525,000.00</b>
Developer Fee 12%	63,000.00
<b>Total Projected Cost</b>	<b>*588,000.00</b>

*\* Cost listed here are estimated, actual cost may transfer line item amounts by up to 10%*

**COST CATEGORY**

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT NAME</b>	<b>AMOUNT</b>
0511- <u>Legal &amp; Professional Services</u> *	<u>Legal &amp; Professional Services</u>	\$588,000.00
	<b>TOTAL</b>	<b>\$588,000.00</b>

\* Cost associated with but not limited to construction, liability insurance, utilities, appraisals, real estate fees, legal fees, consultants, professional services, surveys and any other cost associated with creation of housing units are reimbursable expenses for the agency until execution of sales contract to homeowner.

2. All other terms and conditions of the Original Agreement remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have entered into this agreement, consisting of this page and one (1) preceding page, on the 24<sup>th</sup> day of April, 2014.

**THE CITY OF HUNTSVILLE, ALABAMA**

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor Tommy Battle

ATTEST:

By: \_\_\_\_\_

**FAMILY SERVICES CENTER, INC.**

DATE: \_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

Its: \_\_\_\_\_  
President

By: \_\_\_\_\_